

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

JOSEPH MUNDY,

Plaintiff,

v.

**YELLOW TRANSPORTATION COMPANY, INC.,
SHORT-TERM DISABILITY PLAN, Designated for
Employees of Yellow Transportation, Inc.; YELLOW
TRANSPORTATION COMPANY, INC. LONG-
TERM DISABILITY PLAN, Designated for
Employees of Yellow Transportation, Inc.; CIGNA
CORPORATION, in its capacity as Administrator of
the Plans;**

Defendants.

Case No.: 08 C 1576

Judge Bucklo

Magistrate Judge Valdez

MOTION FOR EXTENSION OF TIME

Defendant, CIGNA CORPORATION, which is not a proper defendant to this case, by its undersigned counsel, respectfully moves this Honorable Court for a 28 day extension of time, up to May 8, 2008, in which to answer or file a motion directed to plaintiff's complaint, stating as follows:

1. On March 18, 2008, plaintiff filed this action seeking to recover short-term and long-term disability benefits under two employee welfare benefit plans established by his former employer, Yellow Transportation, Inc. ("YTI"). Plaintiff alleges that CIGNA Corporation, acting as administrator of the plans, terminated his short-term disability benefits and denied his application for long-term disability benefits.

2. CIGNA Corporation has not been served and CIGNA Corporation's response to the complaint is not due. CIGNA Corporation has nonetheless appeared through its undersigned counsel and brings this motion for an extension of time.

3. Exhibit B to the complaint is Group Policy No. FLK-980016, which was issued by Life Insurance Company of North America (an indirect subsidiary of CIGNA Corporation) to Yellow Roadway Corporation. (Docket # 1 p. 40). The Group Policy identifies plaintiff's former employer, YTI, as a covered affiliated of Yellow Roadway Corporation. (Docket #1 p. 66). The Group Policy provides for the payment of long-term disability benefits to eligible employees of Yellow Roadway Corporation who meet the Group Policy's terms and conditions.

4. CIGNA Corporation will ask plaintiff to voluntarily dismiss CIGNA Corporation and substitute as defendant Life Insurance Company of North America, the entity that issued the Group Policy and acted as the claims fiduciary for the subject plans pursuant to the Group Policy. If the parties cannot agree on the substitution of defendants, CIGNA Corporation will move to dismiss for lack of personal jurisdiction under Federal Rule 12(b)(2) and failure to state a claim under Rule 12(b)(6).

WHEREFORE, Defendant, CIGNA CORPORATION, respectfully requests that this Honorable Court grant it a 28 day extension of time, up to May 8, 2008, in which to answer or otherwise plead to plaintiff's complaint.

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Respectfully submitted:

CIGNA CORPORATION

By: /s/ Peter E. Pederson
One of its Attorneys